

System: 165.135.210.45 sec fax,sec, 4181087 --- Time Printed: 12-20-2006 09:06:02

From: 3602880548  
Media: Fax 22 pages  
Subject:  
Status:  
Received: 02:15 AM 12/20/06

FILED  
DEC 19 2006  
Federal Communications Commission  
Office of the Secretary

02-6

## *Olympic Peninsula Consultants*

P. O. Box 2239

360-288-0548

Fax 360-288-0548

E-Mail [jbennett@olynet.com](mailto:jbennett@olynet.com)

### Fax Cover Sheet

Forks, WA 98331

FILED/ACCEPTED  
DEC 19 2006  
Federal Communications Commission  
Office of the Secretary

Sent To: FCC Office of the Secretary

From: Jim Bennett

Fax#: 202-418-0187

Date: December 18, 2006

Total number of pages including the cover sheet: 22 (PART 2)

RE: Appeal Form 471# 441552

CC Docket No. 02-6

Request a Review

If you need anything else, please get back to me via e-mail.

Jim Bennett, President

No. of Copies rec'd 0  
List ABCDE

**Jim Bennett**

*Exhibit #7*

---

**From:** Patterson, Tamala [TPATTER@sl.universalservice.org]  
**Sent:** Tuesday, May 02, 2006 5:33 AM  
**To:** Jim Bennett  
**Subject:** RE: TP--ERate App# 441552--CENTRAL KITSAP SCHOOL DISTRICT 401  
**Importance:** High

Ok, I received a fax yesterday from Monica Hunsaker that contained the signed contracts but unfortunately I can't accept the fax from her. The fax has to come from you in order for it to be valid. Please refax.

Thank you for cooperation and continued support of the Universal Service Program.

Tamala Patterson  
School and Library Division  
Program Integrity Assurance, Initial Reviewer  
Tel- 973-581-5039  
Fax-973-599-6578  
E-Mail- [TPATTER@sl.universalservice.org](mailto:TPATTER@sl.universalservice.org)

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**From:** Jim Bennett [mailto:jbennett@olynet.com]  
**Sent:** Monday, May 01, 2006 2:01 PM  
**To:** Patterson, Tamala  
**Subject:** RE: TP--ERate App# 441552--CENTRAL KITSAP SCHOOL DISTRICT 401

Tamala...

Did you get my request for an extension until May 10? I also got a faxed copy of your letter and item 2 is still on the letter. This district faxed you information about the attendance, do you still need more information?

Jim Bennett, President  
Olympic Peninsula Consultants  
[jbennett@olynet.com](mailto:jbennett@olynet.com)  
Phone 360-374-3310  
Fax 360-374-3310

-----Original Message-----

**From:** Patterson, Tamala [mailto:TPATTER@sl.universalservice.org]  
**Sent:** Monday, May 01, 2006 7:29 AM  
**To:** Jim Bennett  
**Subject:** RE: TP--ERate App# 441552--CENTRAL KITSAP SCHOOL DISTRICT 401  
**Importance:** High

Looks like you want an extension but if you don't request one then the due date still remains as May 2<sup>nd</sup> and if I don't have the information in by that date then I will have to proceed with the information at hand and that may or can lead to a denial of your application.

Thank you for cooperation and continued support of the Universal Service Program.

Tamala Patterson  
School and Library Division  
Program Integrity Assurance, Initial Reviewer

6/17/2006

Tel: 973-581-5039  
Fax: 973-599-6578  
E-Mail: [TPATTER@sl.universalservice.org](mailto:TPATTER@sl.universalservice.org)

Exhibit #7

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**From:** Jim Bennett [mailto:[jbennett@olynet.com](mailto:jbennett@olynet.com)]  
**Sent:** Wednesday, April 26, 2006 6:07 PM  
**To:** Patterson, Tamala  
**Subject:** FW: TP--ERate App# 441552--CENTRAL KITSAP SCHOOL DISTRICT 401

Tamala...

Please see below and Central Kitsap will look for the contract.

Jim Bennett, President  
Olympic Peninsula Consultants  
[jbennett@olynet.com](mailto:jbennett@olynet.com)  
Phone 360-374-3310  
Fax 360-374-3310

-----Original Message-----

**From:** Hunsaker, Monica -ADMIN [mailto:[MonicaH@cksd.wednet.edu](mailto:MonicaH@cksd.wednet.edu)]  
**Sent:** Wednesday, April 26, 2006 2:57 PM  
**To:** Jim Bennett  
**Subject:** RE: TP--ERate App# 441552--CENTRAL KITSAP SCHOOL DISTRICT 401

I'm going to have to look for it. It may take me awhile since I think it is up in our storage vault.

Monica Hunsaker  
Business Services Director  
Central Kitsap School District  
(360) 662-1656

---

**From:** Jim Bennett [mailto:[jbennett@olynet.com](mailto:jbennett@olynet.com)]  
**Sent:** Wednesday, April 26, 2006 2:47 PM  
**To:** Hunsaker, Monica -ADMIN  
**Subject:** RE: TP--ERate App# 441552--CENTRAL KITSAP SCHOOL DISTRICT 401

Monica...

Did you fax a copy of the signature page?

Jim Bennett, President  
Olympic Peninsula Consultants  
[jbennett@olynet.com](mailto:jbennett@olynet.com)  
Phone 360-374-3310  
Fax 360-374-3310

-----Original Message-----

**From:** Hunsaker, Monica -ADMIN [mailto:[MonicaH@cksd.wednet.edu](mailto:MonicaH@cksd.wednet.edu)]  
**Sent:** Wednesday, April 26, 2006 10:30 AM  
**To:** Jim Bennett  
**Subject:** RE: TP--ERate App# 441552--CENTRAL KITSAP SCHOOL DISTRICT 401

6/17/2006

Yes, we signed it in July 2003.

Exhibit #7

Monica Hunsaker  
Business Services Director  
Central Kitsap School District  
(360) 662-1656

---

**From:** Jim Bennett [mailto:jbennett@olynet.com]  
**Sent:** Wednesday, April 26, 2006 8:49 AM  
**To:** Hunsaker, Monica ADMIN  
**Subject:** FW: TP--ERate App# 441552--CENTRAL KITSAP SCHOOL DISTRICT 401  
**Importance:** High

Please see below. The SLD now wants to know when you signed with Qwest on your current contract with them. Do you have that information?

Jim Bennett, President  
Olympic Peninsula Consultants  
jbennett@olynet.com  
Phone 360-374-3310  
Fax 360-374-3310

-----Original Message-----

**From:** Patterson, Tamala [mailto:TPATTER@sl.universalservice.org]  
**Sent:** Wednesday, April 26, 2006 4:35 AM  
**To:** Jim Bennett  
**Subject:** RE: TP--ERate App# 441552--CENTRAL KITSAP SCHOOL DISTRICT 401  
**Importance:** High

Dear Jim Bennett,  
We already have a copy of the State Master Contract and we know when the state signed the contract with the vendor, but what we do not know is when you the applicant decided to use the State Master Contract. Please send us documents where you signed on the State Master Contract.

Thank you for cooperation and continued support of the Universal Service Program.

Tamala Patterson  
School and Library Division  
Program Integrity Assurance, Initial Reviewer  
Tel-973-581-5039  
Fax-973-599-6578  
E-Mail- [TPATTER@sl.universalservice.org](mailto:TPATTER@sl.universalservice.org)

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**From:** Jim Bennett [mailto:jbennett@olynet.com]  
**Sent:** Tuesday, April 25, 2006 6:40 PM  
**To:** Patterson, Tamala  
**Cc:** DanaJ@DIS.WA.GOV  
**Subject:** RE: TP--ERate App# 441552--CENTRAL KITSAP SCHOOL DISTRICT 401

Tamala...

The State of Washington Department of Information Services has temporarily set up a website so you can download the 124 page contract which is at: <http://techmail.dis.wa.gov/stealth/jimbennett.html>. If you will click on

6/17/2006

*Exhibit # 7*

this website and once in your browser right click and go down to "Save Target As..." and you can save the file and open it as you need. If you need additional information from the State about this contract, you can contact: Dana Josephs, DIS, Contract Specialist, Telecommunication Acquisition Services, (360) 725-4245  
[DanaJ@DIS.WA.GOV](mailto:DanaJ@DIS.WA.GOV)

Please get back to me if you need additional information.

Jim Bennett, President  
Olympic Peninsula Consultants  
[jbennett@olynet.com](mailto:jbennett@olynet.com)  
Phone 360-374-3310  
Fax 360-374-3310

-----Original Message-----

**From:** PIATeam7 [mailto:PIATeam7@sl.universalservice.org]  
**Sent:** Tuesday, April 25, 2006 9:11 AM  
**To:** Jim Bennett@1-360-6628261  
**Cc:** [jbennett@olynet.com](mailto:jbennett@olynet.com)  
**Subject:** TP--ERate App# 441552--CENTRAL KITSAP SCHOOL DISTRICT 401

I've search all over my inbox and couldn't find the Claims Form that was suppose to be signed by the Food Service Director, that Monica Hunsaker was suppose to send to you on 1/9/06.

Please see the attached.

6/17/2006

Jim Bennett

Exhibit 8

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**From:** Patterson, Tamala [TPATTER@sl.universalservice.org]  
**Sent:** Tuesday, May 02, 2006 10:38 AM  
**To:** Jim Bennett  
**Subject:** RE: TP--ERate App# 441552--CENTRAL KITSAP SCHOOL DISTRICT 401

Yes, I received the fax and that is all that I need.

Thank you for cooperation and continued support of the Universal Service Program.

Tamala Patterson  
School and Library Division  
Program Integrity Assurance, Initial Reviewer  
Tel- 973-581-5039  
Fax-973-599-6578  
E-Mail- [TPATTER@sl.universalservice.org](mailto:TPATTER@sl.universalservice.org)

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---

**From:** Jim Bennett [mailto:jbennett@olynet.com]  
**Sent:** Tuesday, May 02, 2006 1:35 PM  
**To:** Patterson, Tamala  
**Subject:** RE: TP--ERate App# 441552--CENTRAL KITSAP SCHOOL DISTRICT 401

Tamala...

I have refaxed the information, do you have everything that you need to now approve the Central Kitsap application?

Jim Bennett, President  
Olympic Peninsula Consultants  
jbennett@olynet.com  
Phone 360-374-3310  
Fax 360-374-3310

-----Original Message-----

**From:** Patterson, Tamala [mailto:TPATTER@sl.universalservice.org]  
**Sent:** Tuesday, May 02, 2006 5:33 AM  
**To:** Jim Bennett  
**Subject:** RE: TP--ERate App# 441552--CENTRAL KITSAP SCHOOL DISTRICT 401  
**Importance:** High

Ok, I received a fax yesterday from Monica Hunsaker that contained the signed contracts but unfortunately I can't accept the fax from her. The fax has to come from you in order for it to be valid. Please refax.

Thank you for cooperation and continued support of the Universal Service Program.

Tamala Patterson  
School and Library Division  
Program Integrity Assurance, Initial Reviewer  
Tel- 973-581-5039  
Fax-973-599-6578  
E Mail- [TPATTER@sl.universalservice.org](mailto:TPATTER@sl.universalservice.org)

This message (including any attachments) contains confidential information intended for a specific individual and purpose, and is

6/17/2006

# Qwest.

Spirit of Service

Exhibit #9

**Instructions: BMG Contract Cover Sheet for \*STANDARD contracts**

1. Please complete the following information based on the contents of your contract.
2. Submit the cover sheet as attached to your Sales Manager for Qwest minor-signature. Please consult the "signature level authority" information posted on the "Q" If Sales Management is unfamiliar with their signature authority.
3. Then fax the cover sheet & counter-signed contract to the Sales Office Administrator or Contract Manager for your office.
4. The Sales Office Administrator will check the contract into BMG ILink contract storage & retrieval.
5. PLEASE NOTE: Be sure to include your e-mail address on the cover sheet. Your e-mail address ensures that you are sent the Contract ID# for this contract. *The Contract ID# is required by Order Entry for all orders placed under this contract.*

SALES MANAGER NAME Mike Stepan		SALES MANAGER SIGNATURE & DATE <i>Mike Stepan</i> 12/10/03
<b>Mandatory Fields (Fields that must be completed prior to submitting to your Sales Director/Administrator/Contract Mgr.):</b>		
1	Document Name (Select from reference list & match to contract)	Bulk Rated Primary Rate Service/DSS/UAS QC
2	Customer Name	Central Kitsap School District
3	Customer Sign Date (MM/DD/YYYY)	7-29-2003
4	Qwest Accept Date (Date Sales Mgt signs) (MM/DD/YYYY)	
5	Contract Term Length (month to month, 1 yr, 2yr, etc.)	5 years
6	Sales Office (Channel, Segment, City - example, GBA-GES-Denver)	GES - Seattle
7	Sales Rep ID	GN22
8	Sales Rep e-mail address	Leif.berglund@qwest.com
9	Sales Director Name (Print Name)	Mike Stepan
10	Number of pages including this cover sheet	6
<b>Contract Details:</b>		
11	Qwest Contract #	WA46592
12	Tax Exempt	
13	Automatic Renewal	N/A
14	Estimated Monthly \$ Value	\$775.00
15	Estimated \$ Value of CPE sold	N/A
16	Customer Main BTN (123-456-7890)	206 T62-9380 997
17	Customer Account #	206 T62-9380 997
18	Siebel Opportunity ID	
19	AQCB#	N/A
20	OAG # (Bellsouth deals)	
21	Comments: New PRI	

*\*This cover sheet is for Standard contracts only. Non-standard contract cover sheets are e-mailed with the Non-standard contract.*

For Administration Use Only. To Be Completed by Contract Administrator after Successfully Checking Contract into BMG ILink. Fax to 612 629-5382

Content ID Number



Sent By: Central Kitsap School District; 13606985125;

JUL 28 03 9:40AM;

Page 1

Exhibit #9

**QWEST ISDN PRS, AND/OR DSS ADVANCED AND/OR UAS  
BULK RATED AGREEMENT**

Agreement Number: **WA48592**

206 762 9380

This is an Agreement by and between **CENTRAL KITSAP SCHOOL DIST 401** ("Customer") and **Qwest Corporation** ("Qwest") for the provision of Qwest Bulk Rated Integrated Services Digital Network Primary Rate Service ("ISDN PRS") and/or Bulk Rated Digital Switched Service Advanced ("DSS Advanced") and/or Bulk Rated Uniform Access Solution Service ("UAS") (individually and collectively referred to as "Service").

**1. Scope.**

**1.1 ISDN PRS.** If Customer purchases ISDN PRS, Qwest shall provide digital IntraLATA, intrastate, switched local exchange telecommunications service utilizing ISDN PRS technology that transports and distributes voice, data, image, and/or facsimile communications separately or simultaneously over the public, switched, local exchange network. ISDN PRS components include a DS1 facility, an ISDN PRS service configuration, and trunks as indicated on Exhibit 1, which is incorporated herein by this reference. ISDN PRS operates at 1.544 megabits per second (Mbps). ISDN PRS may be configured as 23 B channels and one D channel, 24 B channels only (24B), or 23 B channels and one backup D channel (23B+1BUD). Each B channel transmits voice or data at 64 Kilo-bits per second (Kbps). The D channel carries signaling information at 64 Kbps.

**1.2 ISDN PRS-UAS.** If Customer purchases ISDN PRS, Customer may also select Uniform Access Solution service as an optional feature as that service is defined in the Tariff (defined in Section 1.5) under Primary Rate Service. ISDN PRS-UAS is digital service with single-number route indexing, which includes a DS1 facility with common equipment, and a network connection which provides for local exchange, toll network access. Each DS1 facility utilizes the channels configured as: (a) In-only trunking; or (b) Two-way trunking.

**1.3 DSS Advanced.** If Customer purchases DSS Advanced, Qwest shall provide Customer with the use of (a) a digital DS1 facility, as indicated on Exhibit 1; (b) common equipment to interconnect with Qwest's local exchange switching office; and (c) advanced, flat usage trunks and DID trunk termination for access to the local exchange and toll networks. DSS Advanced operates at a maximum speed of 1.544 Mbps.

**1.4 UAS.** If Customer purchases UAS, Qwest shall provide Customer with digital service with single-number route indexing, which includes a DS1 facility with common equipment, as indicated on Exhibit 1, and a network connection which provides for local exchange, toll network access. Each DS1 facility utilizes the channels configured as: (a) In-only trunking; or (b) Two-way trunking.

**1.5** Qwest shall provide Service in accordance with the applicable State Tariff, Price List, and/or Catalog ("Tariff") which governs Service in the state Service is provided, and which Tariff(s) is incorporated herein by this reference. In states where Qwest is required to offer Service per Tariff, any conflict between the Tariff and this Agreement shall be resolved in favor of the Tariff.

**2. Term.**

**2.1** This Agreement shall become effective on the date on which it is executed by Qwest following Customer's execution of this Agreement ("Effective Date") and shall expire sixty (60) months from the date Service is available to Customer under this Agreement, as evidenced by Qwest records ("Term"). The Minimum Service Period for Service is twelve (12) months ("Minimum Service Period").

**2.2** Should Qwest continue to provide Service after this Term without a further agreement, the service charges will convert to the applicable month-to-month rate under the terms and conditions of the applicable Tariff, or in its absence, this Agreement.

**3. Service Provided.**

**3.1** Qwest will provide and maintain the Service at the locations and in the quantities specified in Exhibit 1.

**3.2** Qwest shall notify Customer of the date Service is available for use. In the event Customer informs Qwest that it is unable or unwilling to accept Service at such time, the subject Service will be held available for Customer for a period not to exceed thirty (30) business days from such date ("Grace Period"). If after the Grace Period, Customer still has not accepted Service, Qwest may either: (a) commence with regular monthly billing for the subject Service; or (b) terminate the subject Service and invoice Customer for any applicable charges pursuant to Section 6.2, including the entire NRCs.

Post-It Fax Note	7871	Date	7/28/03	Time	5:00
Richard Benglund		Richard Benglund			
Co. Qwest		Co. Qwest			
Phone 1		Phone 1 (360) 692-3106			
Fax 1 360/613-4775		Fax 1			

Sent By: Central Kitsap School District; 13608985125;

JUL-29-03 8:41AM;

Page 2/6

Exhibit #9

**4. Charges and Billing.**

4.1 Customer shall pay the total monthly recurring charges ("MRCs") and nonrecurring charges ("NRCs") specified in Exhibit 1. Customer shall pay each bill in full by the payment due date on each bill ("Due Date"). Any amount owed and not received by Qwest by the Due Date shall be considered past due and subject to a late charge as specified by Tariff, and if there is no such rate specified by Tariff, the late charge shall be equal to one and one half percent (1½%) per month or the maximum allowed by law, whichever is less.

4.2 In addition to the MRCs and NRCs, Customer is responsible for all Taxes assessed in connection with the Service. "Taxes" means any and all applicable foreign, federal, state and local taxes, including without limitation, all use, sales, value-added, surcharges, excise, franchise, commercial, gross receipts, license, privilege or other similar taxes, levies, surcharges, duties, fees, or other tax-related surcharges, whether charged to or against Qwest or Customer, with respect to the Service, but excluding any taxes based on Qwest's net income.

4.3 The charges for Services under this Agreement, including any and all discounts to which Customer may be entitled, will be offered and charged to Customer independently from and regardless of the Customer's purchase of any customer premise equipment or enhanced services from Qwest.

4.4 If Service is not available in Customer's switch, interoffice mileage MRCs and NRCs for transport between switches shall apply.

**5. Service Changes.**

5.1 Move. Customer may move the physical location of all or part of Service to another location within a Qwest serving area, provided the following conditions for the move are met: (a) Service moved to the new location is provided to Customer by Qwest; (b) Customer advises Qwest that Service at the new location replaces existing Service; (c) Customer's requests for the disconnection of the existing Service and the installation of Service at the new location are received by Qwest on the same date; (d) Customer requests that Qwest install the Service at the new location on or prior to the disconnection date of the existing Service; (e) Customer agrees to execute a written amendment evidencing the move; and (f) Customer agrees to pay all applicable charges for Service that will be provided at the new location.

5.2 Additions to Service. Service may be added up to twelve (12) months prior to the expiration date of this Agreement, at the rates specified herein. Qwest will supply such additions to Customer, subject to the following conditions: (a) Customer executes an appropriate addendum for such service; (b) Qwest commercially offers such additions and necessary facilities are technically and practicably available; and (c) a new Minimum Service Period is established for each new addition to Service.

5.3 Notwithstanding Section 5.2, Service may be added during the twelve (12) months prior to the expiration date of this Agreement, under the following circumstances: (i) Customer and Qwest renegotiates and execute a new agreement that would include existing Service plus the additional Service; (ii) Service is ordered pursuant to a new and separate agreement; or (iii) Service is ordered under the month-to-month tariff rates then in effect.

**6. Termination Liability.**

6.1 Qwest may (a) immediately suspend all or any part of the Service, and/or (b) terminate this Agreement (effective after the applicable notice period): (i) for cause or (ii) upon written notice if Customer becomes or is declared insolvent or bankrupt or is the subject of any proceedings related to its liquidation, insolvency or for the appointment of a receiver or similar officer for it. "Cause" means the failure of a party to perform a material obligation under this Agreement which failure is not remedied, if curable, upon thirty (30) calendar days written notice. Customer may terminate this Agreement for cause. If Customer terminates this Agreement for Cause prior to the conclusion of the Term, then Customer shall remain liable for charges accrued but unpaid as of the termination date.

6.2 If termination is prior to installation of Service, charges shall be those reasonable expenses incurred by Qwest through the date of termination.

6.3 If during the Minimum Service Period, Customer terminates this Agreement, or any portion of Service, for any reason other than Cause or Qwest terminates this Agreement under Section 6.1, Customer shall pay a termination charge of one hundred percent (100%) of the MRCs (or the applicable fraction thereof) multiplied by the number of months remaining in the Minimum Service Period, plus a termination charge of fifty percent (50%) of the MRCs (or the applicable fraction thereof) multiplied by the number of months remaining in the Term after the Minimum Service Period.

6.4 If after the Minimum Service Period, Customer terminates this Agreement, or any portion of Service, for any reason other than Cause or Qwest terminates this Agreement under Section 6.1, Customer shall pay a termination charge

Sent By: Central Kitsap School District; 18808885125;

Jul-29-03 8:42AM;

Page 3/5

Exhibit #9

of fifty percent (50%) of the MRCs (or the applicable fraction thereof) multiplied by the number of months remaining in the Term.

6.5 A termination charge will be waived when all of the following conditions are met: (a) Customer discontinues Service and signs a new service agreement(s) for any other Qwest provided service(s); (b) the new service agreement(s) have a total value equal to or greater than one hundred fifteen percent (115%) of the remaining prorated value of the existing agreement(s) (excluding any special construction charges, applicable nonrecurring charges, or previously billed but unpaid recurring and/or nonrecurring charges); (c) Customer places the orders to discontinue Service and establish new service at the same time (within thirty (30) calendar days of each other if service is in New Mexico); (d) the new service(s) installation must be completed within thirty (30) calendar days of the disconnection of Service, unless such installation delay is caused by Qwest; and (e) a new minimum service period goes into effect when the new service agreement term begins. The waiver does not apply to changes between regulated and unregulated or enhanced products and services.

7. **Disclaimer of Warranties.** THE SERVICE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY QWEST, ITS AFFILIATES OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE ANY WARRANTY.

8. **Limitation of Liability.** NEITHER PARTY, ITS AFFILIATES OR CONTRACTORS SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, RELIANCE, PUNITIVE OR CONSEQUENTIAL DAMAGES OR FOR ANY LOST PROFITS OR REVENUES OR LOST DATA OR COSTS OF COVER RELATING TO THE SERVICE OR THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED. CUSTOMER'S EXCLUSIVE REMEDIES FOR CLAIMS RELATED TO THE SERVICE SHALL BE LIMITED TO THE APPLICABLE OUT-OF-SERVICE CREDIT(S), IF ANY. QWEST'S TOTAL AGGREGATE LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL MRCs PAID BY CUSTOMER TO QWEST PURSUANT TO THIS AGREEMENT IN THE MONTH IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CLAIM. NOTWITHSTANDING THE FOREGOING, THE LIMITATION OF LIABILITY IN THIS SECTION SHALL NOT APPLY TO CUSTOMER'S PAYMENT AND INDEMNIFICATION OBLIGATIONS.

9. **Out-Of-Service Credit.** If Qwest causes a Service interruption, an out-of-service credit will be calculated under the state local exchange Tariff. If there is no applicable tariff and the interruption lasts for more than twenty-four (24) consecutive hours after Qwest receives notice of it, Qwest will give Customer credit calculated by: (a) dividing the monthly rate for the affected Service by thirty (30) days; and then (b) multiplying that daily rate by the number of days, or major fraction, that Service was interrupted.

10. **Force Majeure.** Neither party will be liable for any delay or failure to perform its obligations hereunder if such delay or failure is caused by an unforeseeable event (other than a failure to comply with payment obligations) beyond the reasonable control of a party, including without limitation: act of God; fire; flood; labor strike; sabotage; fiber cut; material shortages or unavailability or other delay in delivery not resulting from the responsible party's failure to timely place orders therefor; lack of or delay in transportation; government codes, ordinances, laws, rules, regulations or restrictions; war or civil disorder; or failures of suppliers of goods and services ("Force Majeure Event").

11. **Dispute Resolution.** Any dispute arising out of, or relating to, this Agreement shall be settled by arbitration to be conducted in accordance with the Judicial Arbitration and Mediation Services ("JAMS") Comprehensive Arbitration Rules. The Federal Arbitration Act, 9 U.S.C. Sections 1-16, not state law, shall govern the arbitrability of the dispute. The costs of the arbitration, including the arbitrator's fees, shall be shared equally by the parties; provided, however, that each party shall bear the cost of preparing and presenting its own claims and/or defenses (including its own attorneys fees). The arbitration will be held in Denver, Colorado. The arbitrator has no authority to award any indirect, incidental, special, reliance, punitive, or consequential damages, including damages for lost profits. The arbitrator's decision shall be final, binding, and enforceable in a court of competent jurisdiction. If either party fails to comply with the dispute resolution process set forth herein (including, without limitation, nonpayment of an arbitration award) and a party is required to enforce such compliance in court or elsewhere, then the non-complying party shall reimburse all of the costs and expenses incurred by the party seeking such enforcement (including reasonable attorneys fees).

12. **Lawfulness.** This Agreement and the parties' actions under this Agreement shall comply with all applicable federal, state, and local laws, rules, regulations, court orders, and governmental agency orders. Any change in rates, charges or regulations mandated by the legally constituted authorities will act as a modification of any agreement to that extent without further notice.

Sent By: Central Kitsap School District; 13806985125; Jul-29-03 8:43AM; Page 4/5

Exhibit #9

13. **Publicity.** Neither party shall, without the prior written consent of the other, issue any press release or public announcement regarding this Agreement or any relation between Customer and Qwest or use the name, trademarks, or other proprietary identifying symbol of the other party or its affiliates. Such consent by Qwest may be given in writing by the Executive Vice President of Corporate Communications or his or her designee.

14. **Notices.** Except as otherwise provided herein, all required notices shall be in writing, transmitted to Qwest at 1801 California Street, Suite 3300, Denver, Colorado 80202; Facsimile #: (303) 295-6973; Attention: Legal Department, and to Customer at Qwest's then current address of record for Customer; Attention: General Counsel or other person designated for notices. Notices will be considered given either: (a) when delivered in person to the recipient designated for notices; (b) when deposited in either registered or certified U.S. Mail, return receipt requested, postage prepaid; or (c) when delivered to an overnight courier service. Customer's current address, facsimile number and person designated for notices are: PO BOX 8, SILVERDALE, WA 98383.

15. **General Provisions.**

15.1 This Agreement shall be governed by the laws of the state where Service is provided, without regard to its choice of law principles; provided however, that Service may also be subject to the Communications Act of 1934, as amended.

15.2 Neither party's failure to insist upon strict performance of any provision of this Agreement shall be construed as a waiver of any of its rights hereunder.

15.3 If any term of this Agreement is held to be unenforceable, the unenforceable term shall be construed as nearly as possible to reflect the original intent of the parties and the remaining terms shall remain in effect.

15.4 All terms of this Agreement which should by their nature survive the termination of this Agreement shall so survive.

15.5 Customer may not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of Qwest, which consent will not be unreasonably withheld. Customer may not assign to a reseller or a telecommunications carrier under any circumstances.

15.6 This Agreement is intended solely for Qwest and its affiliates and Customer and it shall not benefit or be enforceable by any other person or entity.

15.7 This Agreement and any exhibits hereunder constitute the entire agreement between Customer and Qwest with respect to the subject matter hereof, and supersede all prior agreements or understandings, whether oral or written, relating to the subject matter hereof. Except for Service and Tariff modifications initiated by Qwest, all amendments to this Agreement shall be in writing and signed by the parties' authorized representatives. Qwest may act in reliance upon any instruction, instrument, or signature reasonably believed by Qwest to be genuine. Customer agrees that any employee of Customer who gives any written notice or other instruction in connection with this Agreement has the authority to do so.

The parties have read, understand and agree to all of the above terms and conditions of this Agreement and hereby execute and authorize this Agreement.

CENTRAL KITSAP SCHOOL DIST 401

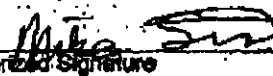
  
Authorized Signature

Michael Stepan  
Name Typed or Printed

Regional Sales Director  
Title

12-10-03  
Date

Qwest Corporation

  
Authorized Signature

Michael Stepan  
Name Typed or Printed

Regional Sales Director  
Title

12-10-03  
Date

Page 5/5

Exhibit #9

Agreement Number: WA46582

**EXHIBIT 1**  
**QUEST ISDN PRS. AND/OR DSS ADVANCED, AND/OR UAS**  
**BULK RATED AGREEMENT**

CENTRAL KITSAP SCHOOL, DIST 401

**Customer**

[illegible]**Mileage-related Components and Charges (if applicable):**

Customer Address	Circuit ID or BTN	Description (USOC)	Qty.	Mileage MRC/each	Mileage MRC/each
Total Wastage MRCs and MRCs:					

Version: 8-30-03  
PRESLASHES - BULK

Page 5

© 2013 Quest Corporation

\*\* TOTAL PAGE.06 \*\*



Exhibit 10

**Instructions: BMG Contract Cover Sheet for \*STANDARD contracts**

1. Please complete the following information based on the contents of your contract.
2. Submit the cover sheet & contract to your Sales Manager for Qwest counter-signature. Please consult the "signature level authority" information posted on the "Q" if Sales Management is unfamiliar with their signature authority.
3. Then fax the cover sheet & counter-signed contract to the Sales Office Administrator or Contract Manager for your office.
4. The Sales Office Administrator will check the contract into BMG ILINK contract storage & retrieval.
5. PLEASE NOTE: Be sure to include your e-mail address on the cover sheet. Your e-mail address ensures that you are sent the Contract ID# for this contract. *The Contract ID# is required by Order Entry for all orders placed under this contract.*

Fax to 612 629-5382		Mike Stepan	Mike Stepan
SALES MANAGER NAME:		SALES MANAGER SIGNATURE & DATE:	
1	Document Name (Select from reference list & match to contract)	Bulk Rated Primary Rate Service/DSS/UAS QC	
2	Customer Name	Central Kitsap School District	
3	Customer Sign Date (MM/DD/YYYY)	03/27/2003	
4	Qwest Accept Date (Date Sales Rep signs) (MM/DD/YYYY)	03/27/2003	
5	Contract Term Length (month to month, 1 yr, 2yr, etc.)	5 year	
6	Sales Office (Channel, Segment, City - example, GBA-GES-Denver)	GES - Seattle	
7	Sales Rep ID	GN22	
8	Sales Rep e-mail address	lberglu@qwest.com	
9	Sales Director Name (Print Name)	Mike Stepan	
10	Number of pages including this cover sheet	8	
11	Qwest Contract #	WA44840	
12	Tax Exempt	Yes	
13	Automatic Renewal	No	
14	Estimated Monthly \$ Value	\$3,100.00	
15	Estimated \$ Value of CPE sold	N/A	
16	Customer Main BTN (123-456-7890)	360 662-8828	
17	Customer Account #	206 T03-5242	
18	Siebel Opportunity ID (Q-Central)	1205226	
19	AQCB#	WA44840	
20	OAG # (Bellsouth deals)		
21	Comments:		

*\*This cover sheet is for Standard contracts only. Non-standard contract cover sheets are e-mailed with the Non-standard contract.*

Exhibit #10

Agreement Number: WA44840

**QWEST'S GROW WITH QWEST PROMOTION AGREEMENT FOR  
ISDN PRS, ADVANCED DSS, AND/OR UAS**  
**(THIS PROMOTIONAL OFFER IS NOT SUBJECT TO NEGOTIATION OR REVISION BY CUSTOMER)**

This is an Agreement between Central Kitsap School Dist 401 ("Customer") and Qwest Corporation ("Qwest") for the provision of Qwest Integrated Services Digital Network Primary Rate Service ("ISDN PRS") and/or Advanced Digital Switched Service with Rate Stabilized Trunks ("Advanced DSS") and/or Uniform Access Solution Service ("UAS") (individually and collectively referred to as the "Service").

**1. SCOPE.**

**1.1 ISDN PRS:** If Customer purchases ISDN PRS, Qwest shall provide digital intralATA, intrastate, switched local exchange telecommunications service utilizing ISDN PRS technology that transports and distributes voice, data, image, and/or facsimile communications separately or simultaneously over the public, switched, local exchange network. ISDN PRS components include a DS1 facility, an ISDN PRI configuration, and trunks as indicated on Exhibit 1, which is incorporated herein by this reference. ISDN PRS operates at 1.544 megabits per second (Mbps). It may be comprised of 23 B channels and one D channel, 24 B channels only (24B), or 23 B channels and one back-up D channel (23B+BUD). Each B Channel transmits voice or data at 64 kilobits per second (Kbps). The D channel carries signaling information at 64 Kbps.

**1.2 ISDN PRS-UAS:** If Customer purchases ISDN PRS, Customer may also select Uniform Access Solution Service as an optional feature as that service is defined in the Tariff (defined in Section 1.5) under Primary Rate Service. ISDN PRS-UAS Service is a digital service offering with single-number route indexing, which includes a DS1 facility with common equipment and a network connection, which provides for local exchange, toll network access. Each DS1 facility utilizes channels configured as: (a) In-only trunking; or (b) Two-way trunking.

**1.3 Advanced DSS:** If Customer purchases Advanced DSS, Qwest shall provide Customer with the use of a digital DS1 facility (transmission capacity at a maximum speed of 1.544 Mbps), as indicated on Exhibit 1, and common equipment, linking Customer's premises to Qwest's local exchange switching office. Advanced DSS also includes the use of advanced, flat-usage trunks and DID trunk termination for access to the local exchange and toll networks.

**1.4 UAS:** If Customer purchases UAS, Qwest shall provide Customer with the use of a digital DS1 facility, as indicated on Exhibit 1, and common equipment, linking Customer's premises to Qwest's local exchange switching office. Service is a digital service offering with single number route indexing which includes a DS1 facility with common equipment and a network connection which provides for local exchange, toll network access. Each DS1 facility utilizes channels configured as: (a) In-only trunking; or (b) Two-way trunking.

**1.5** Qwest shall provide Service in accordance with the applicable State Tariff, Price List, and/or Catalog ("Tariff") which governs Service in the state Service is provided, and which Tariff(s) is incorporated herein by this reference. In states where Qwest is required to offer Service per Tariff, any conflict between the Tariff and this Agreement shall be resolved in favor of the Tariff.

**2. TERM.**

**2.1** This Agreement shall become effective on the date on which it is executed by Qwest following Customer's execution of this Agreement ("Effective Date") and shall expire sixty (60) months from the date Service is available to Customer under this Agreement, as evidenced by Qwest records ("Term"). The Minimum Service Period for Service is twelve (12) months ("Minimum Service Period").

**2.2** Pursuant to state requirements, Qwest may be required to submit this Agreement and any subsequent addenda for Service to the applicable state commission(s) for approval. In such an instance, the Effective Date of this Agreement, or any addenda, may be delayed until such time mandatory filing requirements are met and approved.

*Exhibit #10*

2.3 Should Qwest continue to provide Service after the Term, the MRCs will convert to the applicable month-to-month rates under the terms and conditions of the Tariff.

### 3. SERVICE PROVIDED.

3.1 Qwest will provide and maintain the Service at the locations and in the quantities specified in Exhibit 1.

3.2 Qwest shall notify Customer of the date Service is available for use. In the event Customer informs Qwest that it is unable or unwilling to accept Service at such time, the subject Service will be held available for Customer for a period not to exceed thirty (30) business days from such date ("Grace Period"). If after the Grace Period, Customer still has not accepted Service, Qwest may, at its sole discretion, either: (i) commence with regular monthly billing for the subject Service; or (ii) terminate the subject Service and invoice Customer for any applicable termination charges pursuant to Section 8, including the entire NRCs.

### 4. CHARGES AND BILLING.

4.1 Customer shall pay the total monthly recurring charges ("MRCs") and nonrecurring charges ("NRCs") specified in Exhibit 1, including both the Service MRCs and NRCs, and the Mileage MRCs and NRCs. Customer shall pay each bill in full by the payment due date on each bill ("Due Date"). Any amount owed and not received by Qwest by the Due Date shall be considered past due and subject to a late charge as specified by Tariff, and if there is no such rate specified by Tariff, the late charge shall be equal to one and one half percent (1½%) per month or the maximum allowed by law, whichever is less. The charges for Service under this Agreement, including any and all discounts to which Customer may be entitled, will be offered and charged to Customer independently from and regardless of Customer's purchase of any customer premises equipment or enhanced services from Qwest.

4.2 In addition to the MRCs and NRCs, Customer is responsible for all Taxes assessed in connection with the Service. "Taxes" means any and all applicable foreign, federal, state and local taxes, including without limitation, all use, sales, value-added, surcharges, excise, franchise, commercial, gross receipts, license, privilege or other similar taxes, levies, surcharges, duties, fees, or other tax-related surcharges, whether charged to or against Qwest or Customer, with respect to the Service, but excluding any taxes based on Qwest's net income.

### 5. SERVICE CHANGES.

5.1 Moves. Customer may move the physical location of all or part of a Service to another location within a Qwest serving area, provided the following conditions for the move are met: a) Service moved to the new location is provided to Customer by Qwest; b) Customer advises Qwest that Service at the new location replaces existing Service; c) Customer's requests for the disconnection of the existing Service and the installation of Service at the new location are received by Qwest on the same date; d) Customer requests that Qwest install the Service at the new location on or prior to the disconnection date of the existing Service; e) Customer agrees to execute a written amendment evidencing the move; f) Customer agrees to pay the MRCs and NRCs for the Service that will be provided at the new location; and g) Customer agrees to pay: (i) if the move is within the same Qwest wire center, \$500 per Facility, and (ii) if the move is to a different Qwest wire center, \$1,000 per Facility. "Facility" means each ISDN PRS, Advanced DSS, or UAS span or facility.

5.2 Additions to Service. No additional Service or locations may be added following the Effective Date.

### 6. TERMINATION.

6.1 Qwest may (a) immediately suspend all or any part of the Service, and/or (b) terminate this Agreement (effective after the applicable notice period): (i) for Cause (as defined herein); or (ii) upon written notice if Customer becomes or is declared insolvent or bankrupt or is the subject of any proceedings related to its liquidation, insolvency or for the appointment of a receiver or similar officer for it. "Cause" means the failure of the other party to perform a material obligation under this Agreement which failure is not remedied, if curable: (a) in the event of a payment default by Customer, upon eight (8) business days written notice, or (b) in the event of any



Exhibit #10

other general default, upon thirty (30) calendar days, written notice to the other party. Customer may terminate this Agreement for Cause. If Customer terminates this Agreement for Cause prior to the conclusion of the Term, Customer shall remain liable for charges accrued but unpaid as of the termination date.

6.2 If termination of this Agreement occurs before Customer's acceptance of the Service, as evidenced by Qwest records, Customer shall pay Qwest those reasonable costs incurred by Qwest through the date of termination, not to exceed the full NRCs. Such charges may include, but are not limited to, all engineering, planning, preparation, materials, supplies, placement, facilities, acquisition, transportation, installation, construction, and labor costs incurred by Qwest, and/or other charges specified by Tariff.

6.3 If Customer terminates this Agreement for any reason other than Cause or Qwest terminates this Agreement under Section 6.1, Customer shall pay termination charges for Service calculated as follows: the sum of the total MRC for Service terminated, multiplied by the number of months remaining in each year of the Term, multiplied by the applicable TLA % for each year as identified in Table 6.3 below:

Table 6.3 - Termination Charges

Year	Month	TLA %
1	1-12	100%
	Minimum Service Period	
2	13-24	75%
3-5	25-60	50%

For newly-installed Service terminated as contemplated by this Section 6.3 during the Minimum Service Period, Customer shall also pay Qwest all NRCs per circuit that would apply per the Tariff as follows: ISDN PRS \$1,700, ISDN PRS-UAS \$1,600, Advanced DSS \$1,200, UAS \$1,100. For example, for a 5-year term ISDN PRS on a T1 for two (2) circuits terminating on the middle date of the fourth month of the term, the termination charges shall be calculated as follows:

MRCs

Year 1:  $\$(775 \times 2) \times 8 \text{ months} \times 100\% = \$12,400$

Year 2:  $\$(775 \times 2) \times 12 \text{ months} \times 75\% = \$13,950$

Year 3:  $\$(775 \times 2) \times 12 \text{ months} \times 50\% = \$9,300$

Year 4:  $\$(775 \times 2) \times 12 \text{ months} \times 50\% = \$9,300$

Year 5:  $\$(775 \times 2) \times 12 \text{ months} \times 50\% = \$9,300$

\$54,250

NRCs:  $\$1,700 \times 2 = \$3,400$

Total:  $\$54,250 + \$3,400 = \$57,650$

6.4 A termination charge will be waived when all of the following conditions are met: (a) Customer discontinues Service and signs a new service agreement(s) for any other Qwest-provided service; (b) the new service agreement(s) have a total value equal to or greater than one hundred fifteen percent (115%) of the remaining prorated value of this Agreement (excluding any special construction charges, applicable nonrecurring charges, or previously billed but unpaid MRCs or NRCs); (c) Customer places the orders to discontinue Service and establish new service at the same time; and (d) a minimum service period goes into effect for the new service. "New service" means a newly-installed service(s) placed under a new service agreement(s), or a newly-installed addition(s) to an existing service agreement(s), but it does not include renewals of expiring service agreement(s), renegotiations of existing service agreement(s) or conversions from month-to-month service to contracted service. The waiver does not apply to changes between regulated and unregulated products and services.

7. **CREDIT FOR SERVICE INTERRUPTIONS.** If Qwest causes an interruption to a particular Service, an out-of-service credit for that particular Service will be applied to Customer's bill as provided in the Tariff.

8. **LIMITATION OF LIABILITY.** QWEST, ITS AFFILIATES AND CONTRACTORS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, RELIANCE OR CONSEQUENTIAL DAMAGES OR

Exhibit #10

FOR ANY LOST OR IMPUTED PROFITS OR REVENUES OR LOST DATA OR COSTS OF COVER ARISING FROM OR RELATED TO THE SERVICE OR THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED AND REGARDLESS OF WHETHER QWEST HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LIABILITY, LOSS OR DAMAGE. QWEST TOTAL AGGREGATE LIABILITY TO CUSTOMER FOR ANY DAMAGES OF ANY KIND UNDER THIS AGREEMENT SHALL NOT EXCEED THE APPLICABLE OUT-OF-SERVICE CREDIT(S). REMEDIES UNDER THIS AGREEMENT ARE EXCLUSIVE AND LIMITED TO THOSE EXPRESSLY DESCRIBED IN THIS AGREEMENT.

**9. DISCLAIMER OF WARRANTIES.** QWEST MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY SERVICE PROVISIONED HEREUNDER. QWEST SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE, OR NONINFRINGEMENT OF THIRD-PARTY RIGHTS. NO ADVICE OR INFORMATION GIVEN BY QWEST, ITS AFFILIATES OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE ANY WARRANTY.

**10. INDEMNITY.** Customer shall defend, indemnify, and hold harmless Qwest, its affiliates, and contractors from any and all third-party claims, liabilities, costs and expenses, including reasonable attorneys fees, arising from or related to any use, resale, or modification of the Service by Customer.

**11. FORCE MAJEURE.** Neither party will be liable for any delay or failure to perform its obligations hereunder if such delay or failure is caused by an unforeseeable event (other than a failure to comply with payment obligations) beyond the reasonable control of a party, including without limitation: act of God; fire; flood; labor strikes or unrest; sabotage; fiber cut; power shortage or power failure, e.g., rolling blackouts; material shortages or unavailability or other delay in delivery not resulting from the responsible party's failure to timely place orders therefor; lack of or delay in transportation; government codes, ordinances, laws, rules, regulations or restrictions; war or civil disorder; or acts of terrorism.

**12. DISPUTE RESOLUTION.** Any dispute arising out of, or relating to, this Agreement which cannot be resolved by the parties will be settled by arbitration, which will be conducted in accordance with the Judicial Arbitration and Mediation Services ("JAMS") Comprehensive Arbitration Rules. The Federal Arbitration Act, 9 U.S.C. Sections 1-16, not state law, shall govern the arbitrability of the dispute. Either party may initiate arbitration by providing to JAMS a written demand for arbitration (with a copy to the other party), a copy of this Agreement and the administrative fee required by JAMS. The written demand for arbitration shall be sufficiently detailed to permit the other party to understand the claim(s) and identify witnesses and relevant documents. Except for the administrative fees in commencing the arbitration, or filing any counterclaims, the costs of the arbitration, including arbitrator's fees, shall be shared equally by the parties; provided, however, that each party shall bear the cost of preparing and presenting its own claims and/or defenses (including its own attorneys fees). The arbitration will be held in Denver, Colorado. The arbitrator has no authority to award any indirect, incidental, special, punitive, or consequential damages, including damages for lost profits. The arbitrator's decision shall follow the plain meaning of this Agreement and shall be final, binding, and enforceable in a court of competent jurisdiction. If either party fails to comply with the dispute resolution process set forth herein (including, without limitation, nonpayment of an arbitration award) and a party is required to resort to court proceedings to enforce such compliance, then the noncomplying party shall reimburse all of the costs and expenses incurred by the party requesting such enforcement (including reasonable attorneys fees). Nothing in this Section 12 shall prohibit either party from seeking injunctive relief in any applicable state or federal court.

**13. LAWFULNESS.** This Agreement and the parties' actions under this Agreement shall comply with all applicable federal, state, and local laws, rules, regulations, court orders, and governmental agency orders. Any change in rates, charges or regulations mandated by the legally constituted authorities will act as a modification of any contract to that extent without further notice.

**14. PUBLICITY.** Neither party shall, without the prior written consent of the other party: (a) issue any press release or make any other public announcement regarding this Agreement or any relation between Customer and Qwest; or (b) use the name, trademarks, or other proprietary identifying symbol of the other party or its affiliates. Such consent by Qwest may be given in the case of subparagraph (a) only by Qwest's Corporate Communications Department and in the case of subparagraph (b), only by Qwest's Chief Marketing Officer or his

Exhibit #10

designee. Any purported consent by any other person, including any Qwest sales or customer-service representative, is void and of no effect.

#### 15. GENERAL PROVISIONS.

15.1 This Agreement may be executed in counterparts, each of which shall be deemed an original, but both of which taken together shall constitute one and the same instrument. Facsimile signatures shall have the same legal effect as original signatures.

15.2 Neither party's failure to insist upon strict performance of any provision of this Agreement shall be construed as a waiver of any of its rights hereunder.

15.3 If any provision of this Agreement is held to be unenforceable, the unenforceable provision shall be construed as nearly as possible to reflect the original intent of the parties, and the remaining provisions shall remain in full force and effect.

15.4 All terms and provisions of this Agreement which should by their nature survive the termination of this Agreement shall so survive.

15.5 This is a retail, end-user contract. Customer may not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of Qwest. Customer may not assign to a reseller or a telecommunications carrier under any circumstances.

15.6 The terms, representations, warranties and agreements of the parties set forth in this Agreement are not intended for, nor shall they be for the benefit of or enforceable by, any person or entity that is not a party.

15.7 Except as otherwise provided herein, all required notices shall be in writing, transmitted to the parties' addresses specified in the signature page, Qwest's Customer billing address, or such other addresses as may be specified by written notice, and will be considered given either: (a) when delivered in person to the recipient named on the signature page; (b) when deposited in either registered or certified U.S. Mail, return receipt requested, postage prepaid; or (c) when delivered to an overnight courier service.

15.8 This Agreement (including the signature page and Exhibit 1) constitutes the entire agreement between Customer and Qwest with respect to the subject matter hereof, and supersedes all prior offers, contracts, agreements, representations and understandings made to or with Customer by Qwest, whether oral or written, relating to the subject matter hereof. All amendments to this Agreement shall be in writing and signed by authorized representatives of the parties. Qwest may act in reliance upon any instruction, instrument, or signature reasonably believed by Qwest to be genuine. Customer agrees that any employee of Customer who gives any written notice or other instruction in connection with this Agreement has the authority to do so.

[SIGNATURE PAGE FOLLOWS]

Exhibit #10

IN WITNESS WHEREOF, the parties hereby execute and authorize this Agreement as of the Qwest signature date below.

Central Kitsap School Dist 401

Catherine Davidson  
Authorized Signature

Catherine Davidson  
Name Typed or Printed

Superintendent  
Title

3/27/03  
Date

Address for Notices:

Qwest Corporation

M.P. STEPAN  
Authorized Signature

M.P. STEPAN  
Name Typed or Printed

Regional Sales Director  
Title

3/27/03  
Date

Address for Notices:

Qwest Corporation  
1801 California Street, Suite 3800  
Denver, Colorado 80202  
Facsimile #: (303) 295-8973  
Attn: Legal Department

Agreement Number: WA44840

**EXHIBIT 1**  
**TO QWEST'S GROW WITH QWEST AGREEMENT**  
**FOR THE STATE OF WASHINGTON**

Central Kitsap School District 401  
 Customer

Exhibit #10

**ISDN PRS and/or ISDN PRS-UAS**

Customer Address	Circuit ID or BTN	Qty.	Service (USOC)	Service MRC/each	Service NRC/each
3700 NW Anderson Hill Road, Silverdale		4	PRS Voice/Data on T1 (ZPG65)	\$775	\$0.00
Total Service MRCs and NRCs:				\$3100.00	\$0.00

**Advanced DSS**

Customer Address	Circuit ID or BTN	Qty.	Service (USOC)	Service MRC/each	Service NRC/each
Total Service MRCs and NRCs:					

**UAS**

Customer Address	Circuit ID or BTN	Qty.	Service (USOC)	Service MRC/each	Service NRC/each
Total Service MRCs and NRCs:					

**Mileage-related components and charges (if applicable):**

Customer Address	Circuit ID or BTN	Qty.	Description (USOC)	Mileage MRC/each	Mileage NRC/each

Promotion Expiration Date: April 25, 2003. The pricing contained herein shall only be valid if the Agreement is executed by Customer on or before the Promotion Expiration Date. If this Agreement is not executed by Customer by the Promotion Expiration Date, this Agreement shall be considered null and void, and is not enforceable by either party.

Exhibit 11

February 5, 2004

CENTRAL KITSAP  
SCHOOL DIST 401  
PO BOX 8, SILVERDALE, WA 98383

**Qwest**  
Spirit of Service

Dear Qwest Education Customer:

The State of Washington - Department of Information Services negotiated a new Secondary Transport contract (T02-TSD-315) for Private Line services. This contract includes DS1 and DS3 transport services for authorized purchasers. The new contract reflects the following changes from the previous DIS contract:

- The base monthly rate per individual circuit has decreased.
- The term of the contract is for 60 months (five years - through July 1, 2007). The customer commitment is for 36 months (three years) based from the date that the service was installed or transitioned to this contract.
- The contract contains a Termination Liability Clause that provides a billable penalty for early disconnects within the 36 month customer commitment period of the contract.

Qwest is eager to have you take advantage of the new contract and the rate decrease that will benefit the school district. We are requesting your acknowledgement of the new term of agreement as well as the termination penalty that will now apply by affixing your signature below. We are requesting your acknowledgement in the form of a fax to Leif Berglund (206-613-4775) at Qwest accepting these conditions. Upon receipt of your acknowledgement, Qwest will issue orders to reflect the terms of the new agreement.

If you have questions please call any one of the members of Qwest Education Account Team listed below:

Leif Berglund, Account Consultant 206-224-1059  
Garry Corbin, National Account Manager 206-224-5991  
Patricia Winckler, National Account Manager 206-224-1034

Thank you for your time and consideration.

Sincerely,

*Garry L. Corbin*

Garry L. Corbin  
National Account Manager  
Government Education Solutions  
Qwest Services Corporation  
[gcorbin@qwest.com](mailto:gcorbin@qwest.com)  
206-224-5991 Voice  
206-224-8994 Fax  
206-551-5583 Cellular

Terms and Conditions of Secondary Transport  
Contract # T02-TSD-315 Acknowledged By:

Signature: *Janet Harris*  
Name: Janet Harris  
Date: 2-5-04

1600 7<sup>th</sup> Avenue, Suite 2010, Seattle, WA 98191

\*\* TOTAL PAGE.01 \*\*

Exhibit 11

February 5, 2004

CENTRAL KITSAP  
SCHOOL DIST 401  
PO BOX 8, SILVERDALE, WA 98383

**Qwest.**  
Spirit of Service

Dear Qwest Education Customer:

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Garry Corbin, National Account Manager 206-224-5991  
Patricia Winckler, National Account Manager 206-224-1034

Thank you for your time and consideration.

Sincerely,

*Garry L. Corbin*

Garry L. Corbin  
National Account Manager  
Government Education Solutions  
Qwest Services Corporation  
[gcorbin@qwest.com](mailto:gcorbin@qwest.com)  
206-224-5991 Voice  
206-224-8994 Fax  
206-551-5583 Cellular

Terms and Conditions of Secondary Transport  
Contract # T02-TSD-315 Acknowledged By:

Signature: *Janet Harris*Name: Janet HarrisDate: 2-5-04

1600 7<sup>th</sup> Avenue, Suite 2010, Seattle, WA 98191

\*\* TOTAL PAGE.01 \*\*